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Attorneys for KIMBERLY J. HUSTED,
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

In re

DAVID R. MICHAL,

Debtor.

Case No. 22-2056

Chapter 7

DCN: KMT-1

**EXHIBIT IN SUPPORT OF
APPLICATION TO EMPLOY KRONICK,
MOSKOVITZ, TIEDEMANN & GIRARD
PURSUANT TO AN HOURLY FEE
AGREEMENT**

EXHIBIT NO.

DESCRIPTION

PAGE NO.

A

Hourly Fee Agreement

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DATED: June 16, 2023

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation

By: 

Gabriel P. Herrera
Attorneys for KIMBERLY J. HUSTED,
Chapter 7 Trustee

Exhibit A



A PROFESSIONAL CORPORATION
Attorneys at Law

KRONICK
MOSKOVITZ
TIEDEMANN
& GIRARD

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is entered into between Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation ("Kronick") and Kimberly J. Husted, in her capacity as the Chapter 7 trustee for the bankruptcy estate of David R. Michal ("Client") as of the date last set forth herein.

By signing and returning this Agreement for Legal Services and subject to Bankruptcy Court approval, Client indicates its acceptance of the terms set forth in this document.

1. SCOPE OF AGREEMENT

Client retains Kronick to provide serve as counsel in connection with Client's duties as trustee and the administration of the bankruptcy estate of David R. Michal as set forth in the application filed to approve this engagement (KMT-1).

DUTIES OF KRONICK AND CLIENT

(a) Kronick Duties

Kronick shall provide those legal services reasonably required to represent Client in the matter described above. Kronick shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

While the attorney with whom Client originally met may be primarily responsible for completing the work on Client's matter, that attorney may also delegate work to other attorneys, paralegals, law clerks and office personnel within Kronick, if he or she determines that such delegation is appropriate in representation of Client's interests. If Client so requests, Client will be consulted before any delegation is made.

Kronick may, with Client's prior consent, select and hire attorneys, investigators, consultants and experts to assist in the preparation and presentation of Client's case. While any such persons will report exclusively to Kronick to preserve the Attorney-Client and Attorney Work Product privileges, they will be employed by Client.

(b) Client's Duties

Client shall be truthful with Kronick, cooperate with Kronick, keep Kronick informed of developments related to the subject matter for which Client has engaged Kronick, perform the obligations Client has agreed to perform under this Agreement, pay invoices from Kronick in a timely manner, and keep Kronick apprised of his, her, or its address, telephone number, and whereabouts.

2. BILLING RATES

Client agrees to pay for legal services at the rates set forth in the Schedule of Rates below. Kronick's fees will be calculated based on those hourly rates, billed in increments of 1/10th hour for the legal staff involved, multiplied by the hours devoted on Client's behalf. These rates are subject to an automatic adjustment at the beginning of each calendar year, as set forth in the Schedule of Rates. These rates are based principally on experience, specialization and training.

Kronick will charge for all time worked on a matter, including travel time portal-to-portal, time waiting in court, and time spent in meetings, unless otherwise agreed to in writing.

The rate for the attorney who will be principally assigned to this matter, Gabriel P. Herrera, is \$335/hour for the service contemplated.

SCHEDULE OF RATES

Shareholders/Of Counsel/Senior Counsel	\$325-\$575
Senior Associates	\$250-\$385
Associate Attorneys	\$225-\$340
Paralegals	\$100-\$175
Law Clerk/Document Clerk	\$100-\$175

Expenses, including mileage, photocopying/printing and delivery charges, will also be billed. A detailed schedule of these expenses can be provided upon request. Kronick's usual billing procedure is to submit a monthly itemization of the time and services charged with the names of the attorneys, paralegals and clerks whose time is being billed.

3. COSTS AND EXPENSES

Client agrees to reimburse Kronick for all costs and expenses incurred by Kronick, including, but not limited to, the following: costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, court and deposition reporters' fees, jury fees, witness fees, messenger and other delivery fees, postage, printing/photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals, and ground transportation), investigation expenses, consultants' fees, expert witness fees, mediator fees, arbitrator fees, special master fees and other costs and expenses.

Kronick shall itemize all costs incurred on each periodic invoice.

4. COSTS AND EXPENSES

All fees and charges are subject to review and approval of the bankruptcy court and shall only be paid from assets or considerations benefitting the bankruptcy estate as ordered by the court. No fees or costs shall be paid unless approved by the bankruptcy court. Kimberly J. Husted shall not have any personal liability for said fees and costs.

5. DEPOSIT

No deposit is required for this matter.

6. INVOICES AND PAYMENTS

Kronick shall send Client an invoice for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's invoice.

Kronick's invoices shall clearly state the basis thereof, including the amount, rate and basis for calculation (*or other method of determination*) of Kronick's fees. The invoices will also clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all invoices provided by Kronick and to promptly communicate any objections, questions or concerns about their contents.

You have the right to ask at any time at no charge for clarification of any of the terms of this agreement and of any of our charges. If you notify us that we have charged you any fees, costs or expenses improperly, we will correct the error.

7. DISCLAIMER OF GUARANTEE OR TAX ADVICE

By signing this Agreement, Client acknowledges that Kronick has made no promises or guarantees to Client about the outcome of Client's matter, and nothing in this Agreement shall be construed as such a promise or guarantee. Unless expressly set forth in Section 1 of this Agreement, Kronick has not been retained to provide, and will not provide any tax advice to Client.

8. DISCHARGE AND WITHDRAWAL

Client may discharge Kronick at any time upon written notice to Kronick. Kronick may withdraw from representation of Client (a) with Client's consent, (b) upon court approval, (c) if no court action is pending, for good cause upon reasonable notice to Client or (d) as otherwise permitted by the California Rules of Professional Conduct or other applicable law. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Kronick or to follow Kronick's advice of a material matter, or any other fact or circumstance that would render Kronick's continuing representation unlawful or unethical.

If a court action, arbitration or other judicial proceeding is pending, Client shall promptly deliver to Kronick a signed substitution of counsel form at Kronick's request.

9. LEGAL ACTION UPON DEFAULT

If Client does not pay the balance when due, or if Client breaches any other term of this Agreement, Kronick may demand that the entire unpaid balance be paid immediately and, as provided by law, commence any legal action for collection of the balance due. Client agrees to pay interest at the rate of ten percent (10%) per annum from the date of default.

The prevailing party in any dispute shall be entitled to reasonable costs, including attorneys' fees.

10. ARBITRATION OF FEE DISPUTE

If a dispute arises between Kronick and Client regarding attorneys' fees or costs under this Agreement and Kronick files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206, Client will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206.

11. COMPLETION OF SERVICES

Upon the completion of Kronick's services, all unpaid charges for services rendered and costs incurred or advanced through the completion date shall become immediately due and payable.

12. CLIENT FILES

At Client's request, upon termination of services under this Agreement, Kronick will promptly release all of Client's papers and property (*subject to any applicable protective orders or non-disclosure agreements*) ("Client Files"). Client may also request in writing that Kronick transfer the Client Files to a third party. Kronick will release the Client Files and make them available for pick-up locally. If needed, transportation or delivery of the Client Files to another location will be arranged by the Client, who will

bear the transportation costs in their entirety. Kronick is authorized to make a copy of the Client Files prior to their release for Kronick's use.

13. DESTRUCTION OF CLIENT FILE

If Client does not request the return of the Client Files, Kronick will retain the Client Files for a period of seven (7) years from the last date of service in the matter described above. After seven (7) years, Kronick may have the Client Files destroyed.

14. COMMENCEMENT OF SERVICES

If this Agreement calls for a deposit by Client, then Kronick shall have no obligation whatsoever to provide legal services to Client unless and until the deposit is paid in accordance with the terms of this Agreement. Otherwise, Kronick's obligation to provide legal services shall commence upon Kronick's receipt of a signed copy of this Agreement for Legal Services.

15. INSURANCE

Client is hereby informed that Kronick maintains errors and omissions insurance coverage.

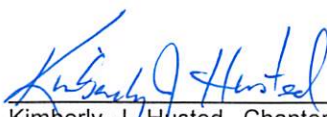
16. AGREEMENT MODIFICATION AND INTERPRETATION

This Agreement contains the entire agreement of the Parties. This Agreement may be modified only by a written instrument signed by both parties. This Agreement shall be interpreted according to the laws of the State of California, without regard to its choice of law provisions. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of this Agreement will be severable and shall remain in effect.

I understand and accept the foregoing terms, and am authorized to execute this Agreement.


Date:

June 14, 2023


Kimberly J. Husted, Chapter 7 Trustee for the Bankruptcy
David R. Michal

Date:

June 16, 2023


Gabriel P. Herrera, Shareholder
Kronick, Moskovitz, Tiedemann & Girard